

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Albert E. Percy and Percy Jobs and Careers Corporation an
IRC 501(c)(3) non-profit, as Class Representatives,
Class Plaintiff,

-against-

COMPLAINT
CASE No. 20-cv-06131-NG

F & E Maintenance Inc, F & F Roofing Co, F & S General Construction Inc., F C Sturtevant Co, F Chau & Assoc LLP, F D R Svc Corp, F I Electric, F M Brush Co Inc, F X Fowle Architects, F&T Group, F. Schumacher and Co., F.I. Electrical Corp, Fab-Con Machinery Devmnt Corp, Fabiani Cohen & Hall LLP, Fabric Resources Ltd, Factory 360, Factory Pr LLC, Facts On File, Inc., Faculty Practice Assoc, Fader, Fagenson & Puglisi, Fahrenheit 212 LLC, Fair Way Plbg & Htg-Cooling, Faircom New York, Fairdinkum Consulting, Fairfax & Sammons Architects, Fairfield Refrigeration and Cooling Equi, Faith Construction Inc, Faithful+Gould, Inc., Falcon Electrical Contracting Corp, Falcone's Cookie Land Ltd, Falconhead Capital, LLC, Falidas Associates, Fames Chocolate, Families On The Move Of Nyc, Inc., Family & Salute Magazines, Family and Children's Assn, Family Care Certified Services Of Nassau, Family Center For Autism, Family Health Assoc, Family Health Ctr Ntwrk-Luth, Family Home Improvement Corp, Family Medical Practice, Family Residence, Family Services Network Of New York, Fancy Foods Inc, Fanning Electric Co Inc, Far Rockaway Treatment Ctr, Farenga Brothers Funeral Hm, Farfield Co, Farkouh Furman & Faccio, Farley Sales Installations Inc, Farmingdale Senior High School, Farragut Builders II Inc., Farrand Control Div, Farrell Fritz Pc, Fashion Avenue News Magazine, Fashion Institute Of Technolog, Fashion Market Magazine Group, Fat Cat, Fathom Communications, Fauna Food Corp, Faust Goetz Schenker Blee LLP, Favorite Plastics, Fax On File, Faxa Inc., Fay Kaplun & Marcin LLP, Fazio Construction, Faztec Industries Inc, Fcb Worldwide, Inc., Fcs Group LLC, Fda, Fdm Group, Inc., Fedcap, Feder Kaszovitz LLP, Federal Aviation Admin, Federal Defender Of New York, Federal Defenders, Federal Express Corporation, Federal Home Loan Bank Of New York, Federal Reserve, Federal Yellow Book, Fedex Corporation, Fegs, Feinstein Iron Works Inc, Felix Storch Inc, Feminist Press, Fenestra America LLC, Fensterstock & Partners LLP, Fenway Golf Club Inc, Ferber Chan Esner & Coller, Ferguson & Shamamian Archt, Ferrara Bakery & Cafe, Ferraro & Wyatt, Ferrell Calvillo Communication, Ferro Kuba Mangano Skylyar Pc, Ferrod Associates Inc, Fetal Evaluation, Fetner Properties, Fgi Corp, Fgph Corp, Fhi 360, Fiberall Corp, Fiberwave Technologies, Fiction Magazine, Fidelis Care, Fidelis Contracting, Inc., Fidelus Technologies, Fiducial, Fiduciary Trust Company Intern, Fiedler Co Inc, Fiedlis Contracting Inc., Field Library, Field Thomas, Fieldston Clothes Inc, Fieldstone Lodge, Fieldvision Services Inc, Fiera Capital Inc., Fifth Avenue Counseling Ctr, Fifth Avenue Digital, Fig Press, Figliulo & Partners, Filco Carting Corp., File Stream Inc, Film Movement LLC, Film Payroll Svc, Film Rise, Fin & Brew, Final Cut Usa, Final

Frame, Final Push Construction Inc, Finance, Financial Clinic The, Financial Information Forum, Financial Press Corp, Finback Brewery, Fine Communications, Fine Sheer Industries Inc, Fine Star Electric, Finest Air Inc, Finish Line Collision Inc, Finishing Trade, Finivation Software, Finn Partners, Inc., Finsbury Solutions, Finsoft Consultants, Fire Alarm Electrical Corp, Fire Hydrant Parts Brooklyn, Ny, Firmenich Inc, Firmenich Incorporated, First American International Bank, First Amern Title Ins Co Of Ny, First Class Management Co, First Construction Group, First Data Corporation, First Derivatives Us Inc, First Eagle Investment Management, LLC, First Hand, First Investors Corp, First Medcare, First Medical Immediate Med Cr, First Protocol Inc, First Quality Enterprises Inc, First Response Advantage Inc, First Run Features, First Spice Mixing Co, First Spring Corporation, First Standard Construction, First Star Automotive, First2print, Fischer & Makooi Architects, Fischer Bros, Fisher Marantz Stone Inc, Fit Pregnancy Magazine, Fitapelli & Schaffer LLP Nyc, Fitch Group, Inc., Fitzgerald & Fitzgerald, Fitzgerald Cantor Brokerage Lp, Fitzpatrick Cella Et Al, Five A Incentive Planners Inc, Five Boroughs Brewing, Five O'clock Club, Five Star Contracting Companies Inc, Five Star Electric, Five Star Products Inc, Fj Sciame Construction, Fja, Fjc Security Services, Flaggstaff Technology Group Inc, Flagship Brewing Co, Flagship One Inc, Flash Electronics Inc, Flashpoint Medica, Flat Iron Hotel, Flatbush Development Corp, Flaxmove Moving Co, Fleet Wash, Fleetwood Lock Co Inc, Fleurchem Inc, Flex Construction, Flicker Garelick & Assoc, Flight Path, Flint & Steel, Flintlock Construction Svc LLC, Floating Hospital Inc, Floracon LLC, Florence E Smith, Florida Safety Contractors Inc., Flushing Asphalt, Flushing Bank, Flushing Commons LLC, Flushing Hospital Medical Center, Flushing Savings Bank, Fm Office Express, Fmc Engineering, P.C., Fmcp, Fna Engineering Services, P.C., Focus Construction Group, Focus Group, Fogarty Finger Architecture Interiors, Fojp Service Corp., Foley and Lardner, Foley Inc, Folia, Fong & Wong Pc, Fong Inn Too, Food Bank For New York City, Foodmatch, Foong & Mak, Foot Locker, Foothold Technology, Forchelli Curto Deegan, Ford and Harrison, Ford Foundation, Ford Models Inc, Fordham Marble Co Inc, Fordham University, Foreht Last Landau-Katz Attys, Foresight Theatrical LLC, Forest City Ratner Companies, LLC, Forest Hills Financial, Group., Forest Hills Orthopedic Group, Forest Laboratories Inc, Forest View Nursing Home Inc, Forestdale, Formed Plastics Inc, Formica Construction Co Inc, Formula Public Relations, Formulated Solutions LLC, Forrest Solutions Inc, Forrester Fence Co Inc., Forsman & Bodenfors, Forsythe Cosmetic Group Ltd, Forsythe Cosmetic Group, Ltd., Forsythe Plumbing & Heating Corp, Fort Cica Roofing & Gen Contrs, Fort Greene Senior Council, Fort Schuyler House Inc, Fort Tryon Overlook Property Owner LLC, Fort Tyron Nursing Home, Forte Construction Corp, Forte Remodeling Inc, Fortis Property Group, Fortress Investment Group LLC, Forum Personnel, Fos Development Corp, Foster + Partners, Foto-Care Ltd, Fotopoulos Rosenblatt & Green, Foundation For Research-Sex, Fountain House Inc, Four Seasons Dialysis Ctr, Four Seasons Hotel New York, Four Star General Cleaning Svc, Four Tribes Construction Services, LLC, Four Winds Hospital, Foursquare Labs, Inc., Fourth Floor Fashion, Fourth Street Inn LLC, Fox Horan & Camerini, Fox News Network, LLC, Foxy Machine, Fpa Billing Dept, Fporter Recovery Services, Fps Contracting Inc, Framan Mechanical Inc, Frame Store, Francis Levien Gymnasium, Franciscan Community Ctr, Franco Belli Plumbing & Heating, Frank M

Debono Construction, Frankel Associates, Franklin & Lennon Paint Co, Franklin Immediate, Franklin Templeton Investments, Franklin Weinrib Rudell-Vssll, Frank's Home Improvement, Fratello Construction Company, Frauscher Sensor Tech. Usa Inc., Frazer and Feldman LLP, Frbny, Fred Alger Management Inc, Fred Smith Plumbing & Heating, Fredante Construction, Freddys Home Improvement, Frederick Wildman and Sons, Free Country, Free Hill Hogan & Mahar, Freedman and Co, Cpa, Pc, Freelance Recruiter, Freeport Screen & Stamping Inc, Freidman & James, Frekhtman & Assoc, French & Casey LLP, French Mission To Un, French Sole Comfort, Frencos Architectual Metal, Frendel Brown & Weissman, Frenkel Benefits, LLC, Frenkel Herschkowitz-Shafran, Fresh Air Fund, Fresh Meadow Country Club, Fresh Meadow Electrical Contractors , LLC, Fresh Meadow Mechanical Corp., Freshdirect, Fried, Frank, Harris, Shriver and Jacobs, Friedland Properties Inc, Friedman & Anspach, Friedman Kaplan, Friedman LLP, Friedman Management Corp, Friedwald Ctr For Rehab and Nursing, LLC, Friends Academy, Friends Of The High Line Inc, Friends Of The Queensway, Frigid Solutions, Frog Design Inc, Frontier Kemper Construction Inc, Frontier Soloutions Inc, Fross, Zelnick, Lehrman, and Zissu Pc, Fs, Fsg Electric, Fsi Architechtural, Fti Consulting (Sc), Inc., Fudge Foundation, Fujifilm U.S.A, Inc., Fulcrum Group, Full Circle Construction, Full Picture, Full Service Contracting Inc, Fulton Commons Care Ctr LLC, Fulton Rowe & Hart, Funaro Co, Fund E-Z Development Corp, Funfest Ny, Fung's Construction Inc, Funtime Amusements Inc, Furey Furey Leverage Manzione, Furman Kornfeld & Brennan, Furniture Rental Assoc Inc, Fusco Brandenstein & Rada, Fusebox Inc, Fusion Telecomm Intl, Inc., Future Star Day Camps, Future Tech Consultants Inc, Fx Collaborative, Fxcm Inc., Fxfowle Architects, G & F.A.S.T. Electric Incorporated, G & M Mechanical Inc, G G Engineering, G M, G M Major Holding Inc, G R Reid Assoc LLP, G4s Secure Integration LLC, Ga Fleet Assoc., Gabbe Group, Gabe Construction Corp, Gabellini Sheppard Assoc LLP, Gabriels Technology Solutions, Gabsy Hotel, Gace Consulting, Gair Gair Conason Rubinowitz, Gal Manufacturing Corp, Gala, Galaxy General Contracting Corp, Gallery 57 Dental LLC, Gallery System Inc, Gallet Dreyer & Berkey LLP, Gallivant Times Square, Gallo Vitucci Klar, Galvin Bros. , Inc/Madhue Contracting, Inc. Jv, Gamco Corp, Game Sportswear Ltd, Gandhi Consulting Engrs-Archt, Ganer & Ganer LLC, Ganfer Shore Law Office, Gannon Vitolo Contracting LLC, Garage Management Corp, Garan Incorporated, Garden Care Ctr, Garden City Country Club, Garden City Dermatology Pc, Garden City Dialysis, Garden City Group, LLC, Garden City Hotel, Garden City Park Water/Fire District, Garden City Pool, Garden City Surgery Ctr, Garden Of Eden Home For Adults, Gardiner and Theobald, Inc., Garfunkel Wild & Travis, Garganigo Goldsmith & Weiss, Garland Publishing, Garrison Institute, Garrison Properties LLC, Garrity Graham Murphy Garofalo, Gartner & Bloom, Gary B Pillersdorf Law Offices, Gary Plastics Packaging Corp, Gary S Mayerson & Assoc, Gary Tsirelman Law Office, Gas Turbine Controls, Gaskets R Us, Gasper Accardi, Gastonwhite, Gastrointestinal Associates, Gate Hotel Jfk Airport, Gateway Arms Realty Corp., Gateway Demo/Civil Corp., Gateway School Of New York, Gatti Industries Ii Inc, Gazebo Contracting Inc., Gbg Usa Inc., Gccom Cons. Co., In, Gcs Computers Inc, Gcs Software LLC, Gdc Properties LLC, Gdhd, Gds Development, Gell & Gell, Geller and Company LLC, Gem Hotel, Gem Quality Corporation, Gemco Restorations, Gemini Security Services, Gem-Quality Corpporation, Gemveto Co Inc, Gener8 Maritime, Inc.,

General Atlantic LLC, General Bearing Corp, General Construction Corp, General Electrical Contracting, General Fireproof Door Inc, General Foundries Inc, General Human Outreach Inc, General Refinery, General Services Administration (Gsa), Generation Ready Inc., Genesis Architectural, Genesis Design & Construction, Geneva Worldwide Inc, Gennus Corp, Genpact Limited, Genpak LLC, Genrus Corp, Gensler, Gentile Pismeny and Brengal LLP, Genuine Construction, Geodesign Inc, Geodesign Inc., Geoffrey D Menin Pc, Geomatrix Services Inc, George A Fuller Co Inc, George Auto Rental Corp, George Breslaw & Sons, George Little Management, George Weiss Inc, Geotechnical Engineering Services, P.C., Geotext Translations Inc, Geppetto Group, Gerald & Lawrence Blumberg, Gerald Karikari Pc Law Ofc, Gerald W Lynch Theater At John, Gerber Life Insurance Company, Gerety Building & Restoration, Gerindustries Gerindustries, Gerlach Frames Inc, Gerner Kronick-Valcarcel Archt, Gersh Agency Ny Inc, Gershbaum & Weisz Pc, Gerson Lehrman Group Inc, Gersowitz Libo & Korek Pc, Gerstman LLC, Getinge Usa Sales LLC, Getman & Sweeney PLLC, Gettry Marcus, Gf55 Partners, Gfi Capital Resources Group Inc, Gfk, Gfl, Ghostery Inc., Ghwa, Gi Energy, Giachetti Plumbing, Gianfia Corp, Giansia New Hampton, Ny, Giant Magazine, Giants Engineering, Gibbons Esposito & Boyce Engrs, Gibney Anthony Flaherty Law, Gibney Dance, Gibney, Anthony and Flaherty, Gibraltar Transmissions, Gifts Software Inc, Gig-Werks, Gilbane Building Company, Gil-Bar Industries, Gilbride Tusa Last & Spellane, Gilder Gagnon Howe and Co, Gillman Consulting Inc, Gilloco Construction Inc, Gilmartin Poster & Shafto LLP, Gilsanz Murray Stefick LLP, Gilston Electrical Contracting, Gin Lane Media, Giordano Builders, Giorgio Armani Corporation, Giraldi Media, Girl Be Heard, Girl Scouts Of The Usa, Girls Write Now Inc, Glacier Films, Gladding Mcbean, Gladstein Reif & Meginniss, Glassbox Digital, Glassesusa LLC, Glen Cove Hospital, Glen Cove Mansion Hotel-Cnfrnc, Glen Head Country Club, Glen Oaks Village Owners Inc, Glengariff Corp, Glenhaven Organization, Glenman Construction, Glenwood Mason Supply Co Inc, Glickman Engineering, Glissen Chemical Co Inc, Glm Security & Sound, Global Advertising Strategies, Global Bmu LLC, Global Brands Group, Global Capital Advisors LLC, Global Carpet & Upholstery, Global Credit Svc Inc, Global Deposition Svc Inc, Global Electrical Contracting, Global Equipment Company Inc., Global Holdings Management Group, Global Industries, Global Kids, Inc., Global Liquid Markets, Global Medical Transcription, Global Pediatrics P C, Global Sales Ltd, Global Sourcing & Design, Global Strategy Group LLC, Global Technology, Global Vision Magazine, Global Vision Mktng & Design, Global X Management Co LLC, Glocap, Gluck+ Architecture, Gluckman Mayner, Gm Data Communications Inc., Gmj Contracting, Gmp, LLC, Go! New York, Gocard, Godinger Silver Art Co Ltd, Godiva Chocolatier Inc, Godosky & Gentile Pc, Godwin Inc, Gogorilla Media, Gogotech, Goidel & Siegel LLP, Gold Crest Care Ctr, Gold Service Movers Inc, Gold Start Electrical Inc, Goldberg & Lindenberg Pc, Goldberg Segalla, Goldberg Weprin & Ustin, Goldberger Co, Goldcrest Post Productions, Golden Care, Golden Chocolate Inc, Golden Krust Caribbean Bakery Inc., Golden Oldies Ltd, Golden Rothschild Spagnola Pc, Golden Touch Imports, Inc., Goldengate Nurses, Goldenhearts Elderly Care Services, Goldfarb & Fleece, Goldfarb Abrandt Salzman, Goldfarb Properties, Goldfinger & Lassar Iwyrs, Goldilocks Films, Goldin Capital Management Lp, Goldman & Young Group, Goldman Copeland Assoc, Goldstein & Co, Goldstein & Greenlaw, Goldstein & Lee P C, Goldstein

Rikon Rikon, Goldstein Siegel-Herman Md Pc, Golenbock Eiseman Assor Bell, Golf Club Of Purchase, Golf Pro Delivered, Golfer Mag, Gombert Industries Inc, Good, Good Shepherd Services, Goodkind Group LLC, Goodmart, LLC., Google, Gorayeb & Assoc, Gordon H Smith Corp, Gordon Herlands, Gorlick Kravitz & Lishaus Pc, Goshow Architects, Goss & Goss Custom Metal, Gotham, Gotham Co Inc, Gotham Consulting Partners LLC, Gotham Hotel, Gotham Organization, Gotham Per Diem Inc, Gotham Soccer League, Gotham Technical Training Corp, Gotham Yellow LLC, Gould Paper Corporation, Gourmet Boutique, L.L.C., Gouverneur Healthcare Services, Government, Gowanus Expressway Project, Gpi - Greenman-Pedersen Inc, Gpm Lawn Sprinkler Parts, Grace Community Church, Grace Engineering, Grace Industries Inc, Grace Institute, Grace Lutheran Pre-School, Grace Plaza Nurse & Rehab Ctr, Grace Plaza Of Great Neck Inc, Gracepoint Gospel Fellowship, Graciano Corp, Grade Architects, Gradient, Grado Labs Inc, Graduate Center Foundation, Inc., Grady Levkov and Company Inc, Grady S Cold Brew, Graham Windham, Gramercy Cardiac Diagnostic, Gramercy Group Inc, Gramercy Jewelry Mfg Inc, Gramercy MRI-Diagnostic Rdlgy, Gramercy Park Physicians, Gramercy Surgery Ctr, Gramercy, Grand Basket Co Inc, Grand Builder Contracting Inc, Grand Central Neighborhood, Grand Hyatt New York, Grand Manor Nurse & Rehab Ctr, Grand Mechanical Corp, Grand Mini Mart, Grand Prix New York, Grand Street Guild Hdfc LLC, Grandma Moses Properties Co, Granite Construction Northeast Inc, Granoff Walker & Forlenza, Grant & Eisenhofer Pa, Graphic Management Partners, Graphic Systems Group, Graphic Visions Group, Graphite Metallizing Corp, Graubard Miller, Gravitas Technology, Gray Krauss, Graystone Construction Manag, Great American Restoration Svc, Great Atlantic Construction Spe LLC, Great Construction & Renovation, Great Eastern Energy, Great Eastern Maintenance Svc, Great Eastern Metals, Great Forest, Great Jones Spa, Great Neck Medical Group, Great Neck Obstetrics, Great Neck Saw Mfrs Inc, Great Small Works Inc, Greater Hudson Bank, Greater New York Mutual Insura, Greater Ny Endoscopy Surgical, Greater Ridgewood Youth Council, Greater Talent Network Inc, Greater Than One Inc, Greco Roman Design Corp, Greeley & Hansen Engineers, Green Asphalt, Green Builders Group Ny Corp., Green Chimneys Childrens Services Inc., Green Field Construction Group, Green Island Group Corp., Green Key Temp LLC, Green Ny Corp, Green Pro Cleaning Mntnc Inc, Greenacres Press Inc, Greenberg Kirshenbaum Inc, Greenberg Trager & Herbst, Greenburgh 11 Union Free School District, Greenburgh Health Ctr, Greencard Pictures LLC, Greenfield Industries, Inc., Greenfield Stein & Senior, Greenman Pedersen Inc., Greenstein & Millbauer LLP, Greenway Products & Svc LLC, Greenwich House, Greg Beeche Logistic LLC, Gregory Hotel New York, Gregory M Longworth & Assoc, Gregory P Joseph Law Ofc LLC, Grenadier Corp, Gretel Inc, Grey & Grey LLC, Greymart Metal Co, Greystar, Greystone and Co, Inc., Gridspan Corporation, Griffin Dewatering N.E., LLC, Griffon Associates, Grimm Artisanal Ales, Grimshaw Architect Pc, Grindstone Brewing Co LLC, Grok, Grosvenor Realty Group LLC, Groton Partners, Grotto Plumbing, Groundwater Press Assoc, Group Health Dental, Group Iii Inc, Group J Inc, Groupm Worldwide, Inc., Grove Press Editorial Pblcty, Grownyc, Growth Products LLC, Grp Financial Services, Gruber Palumberi Fried Raffale, Gruzen Samton LLP, Gryphon Construction, Gs Humane Corp, Gse Worldwide, Gsi Systems, Gtl Construction LLC, Gts Construction Corp, Gtx Construction Associates, Corp., Guaranteed

Home Impro, Guard Management Svc Co, Guardian Consulting Svc Inc, Guardian Life, Guardian Service Industries, Guardsman, Guardsman Elevators, Guercio & Guercio Law Offices, Guggenheim Partners, Guidepoint Global, LLC, Guilford Publications Inc, Gulotta Law Group LLC, Gungho Associates Inc, Gupton Marrs, Gurri Inc, Gusrae Kaplan Bruno Nusbaum, Gust, Gustav Restoration LLC, Guth Deconzo Consulting Eng, Gutman Mintz Baker-Sonnenfeld, Guy Brewer Dialysis Ctr, Guy Nordenson & Assoc, Gwathmey Siegel Kaufman-Assoc, Gwec Leasing Corp, Gwertzman Lefkowitz Smith, Gwy, Gyro New York, Gza Geo Environmental Of Ny, H & E Equipment, H & L Contracting LLC, H and M Hennes and Mauritz L. P., H Architecture, H Brothers The Wash, H F Management Svc LLC, H J Kalikow & Co LLC, H Klein & Sons Inc, H L Large Corp, H M Hughes Co Inc, H R Sourcing Solutions, H. Davis Associates Inc., Haber Group, Habib American Bank, Hach & Rose LLP, Hagedorn Communications, Hahn & Hessen LLP, Hailey Development Group, Hain Celestial, Haitian Centers Council Inc, Hakim Organization, Haks, Hal, Halcyon Business Publications Inc, Halcyon Construction Corp, Haley & Aldrich Of New York, Hall and Partners Usa LLC, Halmar Construction, Halo Media LLC, Halperin Battaglia Raicht LLP, Halstead, Halstead Quinn Propane, Inc, Hamilton Madison House, Hammill Obrien Croutier, Hampden Engineering Corporation, Hampshire Country Club, Hampshire Hotels Mgmt LLC, Hampshire House, Hampton Popcorn Co, Hampton Sheet Magazine, Hanac Inc, Hancock Law Firm, Hand Baldachin & Amburgey LLP, Hand Held Films, Handel Architects LLP, Hannum Feretic Prendergast and Merlino,, Han-Padron Assoc LLP, Hanweck Associates, Har Maspeth Corp, Hara Partners, Harbor Child Care, Harbor Seafood, Harbour Mechanical Corp, Harco Construction, Hardesty & Hanover LLP, Hardscrabble Cider, Hargraves Mcconnell & Costigan, Harlem Children's Zone, Inc., Harlem Commonwealth Council, Harlem East Life, Harlem Health Ctr, Harlequin Magazines Inc, Harm Reduction Coalition, Harman Contracting Inc, Harmon Ophthalmology, Harmony Services Inc, Harold Ober Assoc Inc, Harper Collins Publisher, Harpers Magazine, Harriet Campell Inc, Harris Miller Miller & Hanson, Harrison and Star LLC, Harrison New York Real Estate, Harry Brainum, Harry Joseph & Assoc, Harry Walker Agency Inc, Hart Howerton, Hartsdale Imaging, Hartsdale Medical Group Div, Hartwell Industries, Harvard Club Of Ny City, Harvard Maintenance Inc, Hasc Center, Hasc Dandt Center, Hatch Mott Macdonald, Hatchet Design Build, Haug Partners LLP, Hauser Communications, Haven Caldwell Md, Haven Rooftop @ The Sanctuary, Haver Analytics Inc, Hawkins Rosenfeld Ritzert, Hawk Drilling Co Inc, Hawkins International, Haworth Coleman & Gerstman LLC, Hayes Pump Inc., Haym Solomon Nursing Home, Haymarket Media, Inc., Hayward Finesse Lic, Hazel Tree Fund Svc, Hazen & Sawyer Corp Hq, Hbc Company Inc, Hca In Medicine, Hdr, Hdr (Henningson Durham & Richardson), Hdr Inc, Headcquarter Mechanical Inc, Health & Educational Equipment Corp, Health Care, Health Care Chaplaincy Inc, Health Care Navigator, Health First Inc, Health Insurance Plan-Greater, Health Plan Of America, Health Plus Management, LLC, Health Products Corp, Health Resources Optimization, Health Science Ctr-Cont Med Ed, Health Watch Lifeline Inc, Healthcare 21 Communications, Healthcare Associates In, Healthcare Choices, Ny, Inc., Healthcare Partners New York, Healthfirst, Healthi Nation, Healthpass, Healthplex Inc, Healthwise Associates,LLC, Hearst Corp, Hearst Holdings Inc, Heart Of Chelsea Animal Hosp, Heartbeat Experts, Heartland

Brewery LLC, Heartshare Human Services Of New York, Heartwood Corp, Heathcote Medical Assoc, Heatherwick Studio, Heatherwood, Heavy Construction Co, Heavy Construction Company, Hebrew Home, Hecht Kleeger & Damashek Pc, Hefti, Heiberger & Assoc Pc, Heights Woodworking, Heineken Usa Incorporated, Heinemann Murk-Hein Md Office, Helbraun Levey, Helen Hayes Hospital, Helen Keller Svc, Helene Fuld College Of Nursing, Hellenic Times Scholarship Fnd, Heller Horowitz & Feit, Hellman Construction, Hellman Electric Corporation, Help Homeless Svc Corp, Help Support Ctr, Help Usa, Help/Psi Inc, Helwig Henderson Lamagna-Gray, Hematology Oncology Assoc, Hempstead Golf Club Inc, Hempstead Highway Dept, Hempstead Public Library, Hempstead Public Schools, Hempstead Turnpike Dental Supl, Henegan Construction Company, Inc., Henick Lane Inc, Henry B Huckles Nursing Home, Henry J Carter Spclty Hosptl and Nursing, Henry Street Settlement, Herald Square Dental & Denture, Herald Square Hotel, Herbert Construction Co Inc, Herbert Selzer Law Office, Herbert Smith Freehills Ny, Herbs Towing Svc, Heritage Equity Partners, Heritage Hotel New York City, Herrick, Feinstein LLP, Hershels, Hertz Electric LLC., Hertz Herson & Co LLP, Hesa Brokerage Inc, Heso Electrical Inc, Hetrick Martin Institute Inc, Hewlett Oil Svc Inc, Hewlett Radiology Ctr, Hexagon Construction & Electrical Group, Inc., Hga Quest, Hhcs Inc, Hiblu, Hicksville Machine Works Corp, Hidamari Engineering Services Pc, High Concrete Group LLC, High Field Gardens, High Line Hotel, High Quality Video Inc, High Ridge House, High Rise Fire, High Volt Electric Corp. Of America, Highbridge Capital Management, LLC, Highland Associates, Highland Care Ctr, Highline Stages, Hill & Moin LLP, Hill Betts & Nash LLP, Hill International, Hill Street Residence, Hill West Architects, HiLLCrest Radiology Assoc Pc, Hiller Pc, Hillside Internal & Geriatrics, Hillside Manor, Hilt Construction Inc., Hilton Inn Corporate Office Headquarters, Hima Group, Himmelstein Mcconnell Gribben, Hines, Hirani Engineering-Land, Hire Counsel, Hirschen Singer Epstein, Hiscox Inc., Hispanic Counseling Center, Hispanic Federation, Historic Hudson Valley, History Channel, Hitachi America Ltd, Hi-Tech Air Conditioning Service, Hi-Tech Metals Inc, Hitek Building Renovations, Hi-Tek Data Corp, Hitemco Inc, Hiv Bureau, Hi-Way Safety Systems, Inc. New York, Ny, Hjt & More Ink, Hlw International LLP, Hmla Group Inc, Hms Productions Inc, Hntb Corporation, Hntb Engineers Architects Pc, Hny Ferry LLC, Hobbs Inc, Hoberman Lesser, Hoffinger Firm, Hoffman & Roth LLP, Hoffmann & Baron LLP, Hofheimer Gartlir & Gross LLP, Hofmann & Schweitzer, Hogg Robinson Usa LLC, Hok Inc, Holbrook Pipe Supply Inc, Holiday House Inc, Holland and Knight LLP, Hollow Brook Golf Club, Hollwich Kushner Architecture (Hwkn), Holm & Drath, Holm Ohara LLP, Holt Construction, Holwell Shuster and Goldberg, LLP, Holy Comforter Field Home, Holyoke Fittings Inc, Home Abstract Corp, Home Depot, Home For The Aged Blind, Home Helpers Of Westchester, Homeland Movers, Homeric Contracting Company, Homesite Insurance, Homestead Editorial Inc, Hometeam Technologies Inc, Honey Construction Ny Inc, Honolulu Magazine, Honor Construction Inc, Honors Bridge Ctr, Hooligan, Hope Center, Hope Community Inc, Hopeton Care, Hopkins Center Nursing Ctr, Hopp Co Inc, Hopson Development Holdings, Horace Mann School, Horning Welikson-Rosen Law Firm, Horizon Care Ctr, Horizon Engineering, Horizon Healthcare Staffing, Horowitz & Ullman, Horse Power Electric, Hoskie Trading Inc, Hospice Of New York, Hospital, Hospital For Joint Diseases,

Hospital For Special Surgery, Hospitality Design, Hospitality Ebusiness, H-O-T Drill Screws, Hotel @ New York City, Hotel @ Times Square, Hotel 50 Bowery, Hotel At 5th Avenue, Hotel Beacon Nyc, Hotel Boutique At Grand Cntrl, Hotel Caribe, Hotel Cliff, Hotel Copy Ctr Inc, Hotel Edison, Hotel Elysee, Hotel Franconia, Hotel Giraffe, Hotel Internet Strategies, Hotel Manhattan Bridge, Hotel Metro, Hotel Mulberry, Hotel Newton, Hotel On Rivington, Hotel Reservation, Hotel Riu Plaza Ny Times Sq, Hotel Riverside, Hotel Shocard, Hotel Three O Nine, Hotel Wales, Hotels Ab, House Of Adjustments, House Of Code Inc, House Of Spices, Housing and Services, Inc., Howard Hughes Corporation, Howard I Shapiro & Assoc, Howard Needles Tammen & Bergendoff, Howell, Hq Capital, Hr and A Advisors, Inc., Hr Consulting, Hr Process, Hr2 Consultants, Hra, Hrd, Hrm Engineering Pc, Hse Contractors, Hsh Nordbank Ag, Hsm Americas, Inc., Hss, Hub Home Improvements, Hub Truck Rental Corp, Huddled Masses, Hudson Bay Fund Lp, Hudson Companies Inc., Hudson Fusion, Hudson Guild, Hudson Health Plan, Hudson Hills Golf Course, Hudson Meridian Construction Corp, Hudson River Healthcare, Hudson River Park Trust, Hudson Scenic Studio, Hudson Software Corp, Hudson Technologies Inc H Q, Hudson Valley Bank, Hudson Valley Blood Svc, Hudson Valley Cardiology Group, Hudson Valley Hospital Center, Hugh O'kane Electric, Hugh Wood Inc, Hughes Drywall Construction, Hughes Hubbard and Reed LLP, Huicatao Corp, Hullstrung and Dilillo Physical, Human Condition Safety Inc, Human Development Svc-Wstchstr, Human Music & Sound Design, Human Rights First, Humanscale Corporation, Humble Chic Ny LLC, Hundred Year Assn, Hunkamania Male Dancers, Hunter Aerospace Inc, Hunter Ambulette-Ambulance, Inc, Hunter College-Research Admin, Hunter Douglas Inc., Hunter Roberts Construction Group, Hunter Sportsplex, Hunts Point Multi Svc, Hurlburt Heating Plumbing & Electric, Hush, Huson International Media, Hutton Solomon, Huxley Associates, Hvb America Inc, Hvb Construction Inc, Hyatt Hotels/Grand Hyatt New York, Hyatt Leader Ltd, Hydro-Marine Construcion Company, Inc., Hydronic Concepts, Hylan Datacom & Electrical Inc, Hyperlink Inc, Hypo Vereins Bank, Hytorc,

Employer Class Defendant.

The Plaintiffs, ALBERT E. PERCY and Percy Jobs and Careers Corporation an IRC 501(c)(3) non-profit, as Class Representatives, by their attorney James M. Kernan of the Kernan Professional Group, LLP, states as follows:

FACTS AND GROUNDS FOR CAUSES FOR ACTION

1. This is a class action by persons who are ready, willing and able to work for the businesses represented by industry leaders, industry leaders identified by Don & Bradstreet by Standard Industrial Classification ("SIC") and North American Industrial Classification System (NAICS") classification codes, as defendant class representative industry leaders fairly and vigorously able to represent the interests of the Employer Class Defendant to defend this Class Action.

2. This action involves liability of the Employer Class Defendant for unlawful employment practices of discrimination based on Plaintiffs' ability to meet their burden of production and persuasion proving that Plaintiffs demonstrated that there was a less discriminatory alternative method of employment practice ("Alternative Employment Practice").
3. The Plaintiffs have demonstrated an alternative employment practice ("Alternative Employment Practice") to the Employer Class Defendant, members of which have refused to adopt the Alternative Employment Practice after demonstration to persuade as defined and 42 U.S.C. 2000d. Such refusal to adopt is an illegal employment practice under 42 U.S.C. 2000 e-2.
4. The Plaintiffs made the demonstration in accordance with the law as it existed on June 4, 1989 with respect to an Alternative Employment Practice, described in subparagraph (C) referred to by subparagraph (A)(ii) of 42 U.S.C. § 2000e-2(k)(1). The Defendant respondent has refused to adopt such Alternative Employment Practice without valid justification, violating 42 U.S.C. § 2000e-2 of the Civil Rights Act of 1964 as amended in 1991.
5. This Alternative Employment Practice was developed as a private solution after New York State failure of Governors Executive Order 45, which was the settlement provided to the Percy Class in settlement of *Percy v. Brennan*.
6. The members of the Defendant Class as identified herein have failed to identify an overriding business purpose for their current employment practices which have a more disparate impact on the Percy Class of black and Spanish surnamed persons, failing to justify the continuation of current employment practices that do not adopt the Alternative Employment Practice.
7. Failure to have an overriding business purpose for not adopting the Alternative Employment Practice entitles the Percy Class to injunctive and declaratory relief compelling adoption of the Alternative Employment Practice by all members of the Defendant Class that received a demonstration of the Alternative Employment Practice but failed and refuse to adopt it.
8. This action by the Class Plaintiff is to enforce the benefit of the Alternative Employment Practice demonstrated to the industry leaders to persuade the members of the Employer Class Defendant to adopt the Alternative Employment Practice defined in related Case at ([Complaint Case 21-cv-01421 Document #1](#)) at paragraphs 656-629 as the Percy Program, also set forth at Case 21-cv-01421, [Document #6 Attachment #22](#),
9. In addition, this action is for breach of contract brought by the Percy Class as third-party beneficiaries for violating conditions of contracts, including but not limited to Presidential [Executive Order 11246 \("EO 11246"\)](#), [document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC](#) and Governor's [New York State Executive Order 45 \(9 NYCRR 3.45\)](#), [document #6, attachment 14 in EDNY Case No. 21-cv-001421](#).
10. Plaintiff will prove by statistical evidence warranting equitable relief by injunction or declaratory judgment against each Defendant individually and as members of the Employer Class Defendant, relief to redress violations of constitutional and civil rights of the Class Plaintiff as proven at the time of trial of this action.

Precedent, Authority and Jurisdiction

11. This action is grounded on the record in US SDNY Case 73-cv-04279, the case file archived as potentially of national significance in St. Louis, Missouri, the case file returned from St. Louis to the National Archives in New York City, returned upon the request on behalf of Plaintiffs, and certified by the National Archives to the United States District Court for the Southern District of New York, which record was then filed by ECF as the Docket on Appeal to the United States Second Circuit Court of Appeals 17-2273.
12. A lead action ([Complaint Case 21-cv-01421 Document #1](#)) has been filed in the US Federal Court for the Eastern District of New York against the State of New York and others for failure of settlement involving [New York State Executive Order 45 \(9 NYCRR 3.45\)](#), ("EO 45") [document #6, attachment 14 in EDNY Case No. 21-cv-001421](#). That action is grounded upon the final and enforceable Memorandum/Order ("Memorandum/Order") of Judge Lasker reported [at 384 F Supp 800 of November 8, 1974, document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), settled by agreement accepting Defendant New York State's offer of EO 45. The problem is that [EO 45, document #6, attachment 14 in EDNY Case No. 21-cv-001421](#), failed and the Percy Class was never notified of the failure - Governor of the State of New York offered a settlement of Percy v. Brennan in case 73-cv-04279 that is unenforceable, paragraphs 528-553 of ([Complaint Case 21-cv-01421 Document #1](#).
13. Liability is for violation of 42 U.S.C. §§2000e-2, rights secured to the Percy Class as the Complaining Party, liability of the Employer Defendants under the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. §§§§ 2000e-2, 1981, 1983, 1985, and United States [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#), for breach of contract where such Employer Defendants have breached contractual conditions requiring compliance with [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#), by failing to affirmatively provide equal employment opportunity to members of the Percy Class as third-party beneficiaries to contracts with Employer Defendants, contracts funded from federal funding requiring compliance with the Civil Rights Act, regulations, laws and US constitutional provisions recited in [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#). Members of the Percy Class are beneficiaries specifically identified in contracts as conditions and obligations where Federal Funding is involved. These conditions of contracts specify compliance with [EO 11246. document #6, attachment 21 in EDNY Case No. 21-cv-001421](#)
14. The Alternative Employment Practice under the Civil Rights Act of 1964, and specifically 42 USCA §2000e-2 and §2000d as amended in 1991 (the "Civil Rights Act"), is delivered with workers' compensation coverage. All employment is required to be covered by workers' compensation. Along with the payment of benefits to cover injury and death while on-the-job as required in under New York Workers' Compensation Law §10, workers' compensation coverage also includes safety training and loss control management.
15. Using workers' compensation coverage as the delivery method for the Alternative Employment Practice to provide apprenticeship for new hires and continuing education for existing

employees, the practice provides skills to educate workers to competently and safely perform work, protect themselves and people with whom they come into contact. Too long employees have struggled without being provided the skills necessary to protect themselves and the communities they serve, including the general public with whom they come in contact.

16. The Percy Program established apprenticeship programs as an Alternative Employment Practice to be provided with workers' compensation insurance coverage as part of safety management and loss control. All employment is covered by workers' compensation insurance. The Alternative Employment Practice set forth at ([Complaint Case 21-cv-01421 Document #1](#)) the Alternative Employment Practice at paragraphs 656-629 as the Percy Program, also set forth at [Case 21-cv-01421 Document #6 Attachment #22](#), incorporates apprentice training into the workers' compensation loss control and safety training of employees, by enrolling new entrants to the workforce to work alongside existing journeypersons, growing the depth of skilled workers, skilled workers whose ranks are being diminished through age and attrition. The workers' compensation carrier subsidizes the apprenticeship programs by recognizing the savings in reduction of losses which reduces the exposures and liabilities of the claims required to be paid by the workers' compensation insurance carrier. The Alternative Employment Practice is delivered as a function of safety and loss control management with workers' compensation through paid on-the-job apprentice training and continuing education involving apprentice training under the Fitzgerald Act (29 U.S.C. §50 commonly known as the National Apprenticeship Act of 1937, section 1 (29 U.S.C. 50) under U.S. Department of Labor's Bureau of Apprenticeship and Training (BAT) and C.F.R. T. 29, Subt. A, Pt. 29 and Pt. 30, made a part of workers' compensation coverage required of all employment.
17. Although the employers are not named in the original Percy v. Brennan case, Case 73-cv-04279, reported at [384 F Supp 800 of November 8, 1974, document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), the Employers Defendants in fact are required to provide real affirmative action.
18. The Percy Class has been constantly denied access to apprenticeship to gain skills to compete for employment, entitling the Percy Class to actual damages for lost wages, for lost opportunity compensation, damages also affecting members of the Percy Classes' children and families, significantly disadvantaged in education and skills, struggling to get a job.

VENUE

19. The basis of the venue in the United States Federal Court for the Eastern District of New York is because a substantial part of the events giving rise to the claims made herein occurred in the Eastern District of New York, Albert E. Percy resides in the Eastern District of New York, and Plaintiff Percy Class is predominately situated in the Eastern District of New York.

PARTIES

Plaintiffs:

20. Plaintiff Albert E. Percy, ("Percy") certified as the class representative of the certified class by Judge Lasker in the Memorandum/Order at [384 F Supp 800, page 811](#), [S.D.N.Y. 1974] in Case 73-cv-04279, and at [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), the Class certified in Percy v. Brennan, Federal District Court SDNY Case 73-cv-04279, reported at [384 F. Supp 800, at Page 808](#), docketed in US 2nd Circuit Court of Appeals appeal No. 17-2273 Docket #97 page 0003 and Docket #99 page 640, and [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#) (the "Percy Class") is fully capable of learning to perform and/or performing skilled occupations as apprentices and journeypersons. Percy, as the Complaining Party, a member of the Percy Class, was denied equal employment opportunities, and remains a proper representative of the Percy Class. Percy's personal and business interests and the claims hereinafter set forth are fully aligned with those of the Class.
21. Standing was found by the Lasker Court in its Memorandum/Order stating the Percy Class has alleged "such a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon which the court so largely depends for illumination of difficult constitutional questions" citing "[Baker v Carr, 369 US 186,\(1962\) 82 S Ct 691, 7 L Ed 2d 663, document #6, attachment #6, in EDNY Case No. 21-cv-001421](#) (see [Flast v Cohen, 392 US 83, \(1968\), 88 S Ct 1942, 20 L Ed 2d 947 \(1968\)](#))" [document #6, attachment #7, EDNY Case No. 21-cv-001421](#). In Percy v. Brennan, black and Spanish-surnamed workers were alleged to "have been and continue to be denied employment in the New York construction industry, demonstrating the Percy Class continues to have a personal stake", [384 F Supp 800, page 808](#) [S.D.N.Y. 1974], [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), and 17-2273, Docket #99, Appendix 1, Volume 3, page 684.
22. The Memorandum/Order of Judge Lasker in the Percy Action, Percy v. Brennan, [384 F. Supp. 800, \(S.D.N.Y. 1974\), document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), page 811 in 17-2273, Docket #99, Appendix 1, Volume 3, page 660, granted Plaintiffs motion to be maintained as a class and found standing to seek relief for the enforcement of [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#) as a class of persons that [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC](#) was designed to protect from injuries resulting from racial discrimination within the protections of the Fifth and Fourteenth Amendments to the Constitution, 42 USC 1981, and has met the requirements of subdivisions 2 and 3 of FRCP 23. See also, Docket #99, Appendix 1, Volume 3, page 653 in 2nd Circuit Appeal 17-2273.
23. The Class defined and certified by Judge Lasker in Case 73-cv-04279 was "all black and Spanish-surnamed persons who are capable of performing, or capable of learning to perform, construction work, and who wish to perform construction work within the jurisdiction of unions that are members of the Defendant Building and Construction Trades Council of Greater New York" with Plaintiff Albert Percy designated as the Class Representative ([384 F Supp 800, at page 811, document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), and 17-2273, Docket #99, Appendix 1, Volume 3, Page 660).

24. The Order certifying the Class in Case 73-cv-04279 is at [384 F. Supp. 800, \(S.D.N.Y. 1974\)](#), [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#) and 17-2273 Docket 97, Appendix 1, Volume 3 of 3, page 640
25. Plaintiff Percy Jobs and Careers Corporation is an Internal Revenue Code 501(c)(3) non-profit managing apprentice training at the Maritime College State University Of New York, PO Box 351, 6 Pennyfield Ave, Bronx, NY 10465.

Defendants:

26. Defendants are named individually and as representatives of a class of employers ("Employer Defendants") to which the Plaintiff has demonstrated an alternative employment practice ("Alternative Employment Practice"). The Defendants are industry leaders identified as class representatives with the expectation that those industry leaders will protect the interests of the Class, being employers to which the Plaintiff demonstrated the Alternative Employment Practice in an effort by the Plaintiff to persuade the specifically identified Employer Defendants which number 8,773 as set forth on Attachment #1.

NUMEROSITY

27. The number of members of the Percy Class are essentially unenumerable but are not indeterminate as certified in the Percy v. Brennan action Case 73-cv-04279 being enforced here.
28. The Class defined and certified by Judge Lasker, as all black and Spanish surnamed persons residing in and about the City of New York is an extremely large class. To identify the Class, Percy counsel has caused to be sent out long overdue Notices of Settlement as Notices of Enforcement of the Settlement of Percy v. Brennan Case 73-cv-04279. Included in the mailing the Alternative Employment Practice demonstrated to and urged that the Employer Defendants adopt. This identification will provide specificity as to the members of the Percy Class entitled to relief.

COMMON ISSUES OF LAW AND FACT

29. The issues of law and fact determining the claims of the Percy Class, that the Employers Defendants named in this action, have caused, are causing, and will continue to cause serious, permanent and irreparable economic and social injury and damage to the Percy Class, are common to all members of the Class.
30. The common issues of law and fact must be determined in order to fashion an appropriate equitable remedy and provide relief for the benefit of the Percy Class.

JUDICIAL ECONOMY

31. This action avoids the prosecution of separate actions by multiplicity of actions involving the same individual members of the Percy Class and the same Owners which would create a likelihood of inconsistent or varying adjudications with respect to individual members of the Percy Class.
32. The Percy Class has been denied and deprived of an opportunity to compete effectively within the American free enterprise system and as a result the members of the Percy Class have

sustained serious and ongoing damages, that if the wrongdoing of the Defendants is not enjoined and prevented, chronic damage will continue unabated.

AS AND FOR A FIRST CAUSE OF ACTION

33. The Plaintiffs repeat and reiterate the allegations set forth above as though fully set forth herein.
34. The Percy Program (paragraphs 241 – 274, paragraphs 275 – 276, and paragraph 275 – 280 of ([Complaint Case 21-cv-01421 Document #1](#)), presented as the Alternative Employment Practice, is delivered as a function of safety and training with workers' compensation under the covered payroll. The Percy Program is an Alternative Employment Practice, an element of a workers' compensation coverage. Apprenticeship is a function of safety training and loss control management of workers' compensation insurance, apprentices recruited and sponsored through employment or provided through a subcontract with apprentice training under the National Apprenticeship Act of 1937 occurring by three methods: (1) coordinated with joint apprenticeship labor-management counsel involving unions, (2) by sponsorship by an employer, or (3) by sponsorship by a trade association.
35. All employment is required to be covered by workers' compensation. Along with the payment of benefits to cover injury and death while on-the-job as required in under New York Workers' Compensation Law §10, this Alternative Employment Practice of apprentice training is covered as part of workers' compensation coverage as registered apprenticeship with risk-management, safety training and loss control.
36. The Plaintiff is able to meet its burden of production and persuasion proving that there was a less discriminatory alternative method of employment practice available that the Employer Defendants could have adopted, failing to adopt the Alternative Employment Practice without valid justification is an unlawful employment practice violating 42 U.S.C. § 2000e-2(k)(1)(A)(ii) and (k)(1)(C) of the Civil Rights Act of 1964 as amended in 1991.
37. The Alternative Employment Practice answers the need for the Percy Class to obtain competitive skills by utilizing registered apprenticeship meeting the requirements of the Fitzgerald Act (29 U.S.C. § 50 commonly known as the National Apprenticeship Act of 1937, section 1 (29 U.S.C. 50) under U.S. Department of Labor's Office of Apprenticeship and Training (BAT) and 29 C.F.R, Subt. A, Pt. 29 and Pt. 30. Apprenticeship is the process of learning a skilled occupation through both on-the-job training (practical, paid experience) and learning the related technical knowledge in a classroom. Candidates must be 18 years old and possess a GED (the Alternative Employment Practice will help a candidate obtain a GED). Enrollment must be done openly under the procedures established by federal and state regulations for Minimum Qualifications Review and Eligibility List Ranking using for: educational achievement, work experience, seniority, job aptitude, oral interview, and general demographic inquiries to determine a score for ranking for eligibility to be enrolled in OJT and continuing education.
38. Plaintiff Percy and the Class he represents are entitled to injunctive relief as demanded and actual damages for lost wages, for lost opportunity and compensation as money damages for the

families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, entitled to compensation as money damages to be determined at trial in this litigation.

39. The members of the Percy Class have been and are ready, willing and able to work, persistently wanting to work, but have been constantly deprived and denied work, damaging the members of the Percy Class, and damaging the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, in an amount to be determined at trial.

AS AND FOR A SECOND CAUSE OF ACTION

40. Upon information and belief, Defendant has accepted Federal funding containing conditions of compliance with Civil Rights Act of 1964 and [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC.
41. Government Agencies set forth in [Complaint Case 21-cv-01421 Document #1](#) are charged with enforcing [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC and laws as contractual conditions to Federal Funds for public work facilities, and are therefore liable for the foregoing lost wages, lost benefits and lost opportunity to which the Percy Class is entitled as intended beneficiaries.
42. [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC seeks to implement the anti-discrimination program of the Civil Rights Act of 1964 and is directed at all government contractors. Section 2 o2(1) of the Order provides: "The contractor will take affirmative action to ensure equal employment opportunity. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship", 30 Fed. Reg. 12, 319 (1965), the "color blind" approach envisioned in [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, §202(1) of [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, 30 Fed. Reg. 12, 319(1965), provides that: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
43. The necessary elements of a prima facie cause of action for violation of 42 U.S.C. §2000e-2 exists, depriving rights thereunder, secured to the Percy Class as the Complaining Party by the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. §§ 1981, 1983, 1985, and such employer has breached contractual conditions requiring compliance with [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC).

44. The Employer Defendants and the Class of Defendant Employers have ignored the mandate of [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, as well as several other federal regulations specifically identified in the contract, causing and continuing to cause disparate impact discrimination that these statutes, orders, and regulations were designed to remedy.
45. Plaintiff Percy and the Class he represents are entitled to injunctive relief and actual damages for lost wages, for lost opportunity and compensation as money damages for the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, entitled to compensation as money damages to be determined at trial in this litigation.

RELIEF

Plaintiffs collectively pray that this Court:

On the First Cause of Action, injunctive and declaratory relief compelling adoption of the Alternative Employment Practice by all members of the Defendant Class that received a demonstration of the Alternative Employment Practice, have failed to identify an overriding business purpose for their current employment practices which have a more disparate impact on the Percy Class of black and Spanish surnamed persons to justify the continuation of current employment practices that do not adopt the Alternative Employment Practice, and damages must be stopped and rectified;

On the Second Cause of Action, award Plaintiffs actual damages for lost wages and benefits and lost opportunity damages to the Percy Class and damaging the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, in an amount to be determined at trial;

Award Plaintiffs liquidated damages to be determined;

Award Plaintiffs pre- and post-judgment interest at the statutory rate;

Award Plaintiffs attorneys' fees, expert fees, costs, and disbursements;

Award Plaintiffs further and additional relief as this Court deems just and proper; and

Treating this as a Private Attorney General Action under 42 U.S.C. 1988 insofar as may be necessary to provide the relief requested in this Complaint together with reimbursement of attorney fees, expert fees, costs and disbursements;

All together with such other and further relief as shall seem just and proper under the circumstances.

Pursuant to Fed. R. Civ. P. 39, demand is made for trial by jury on all the issues so triable.

Dated: April 20, 2021

/s/James M. Kernan

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